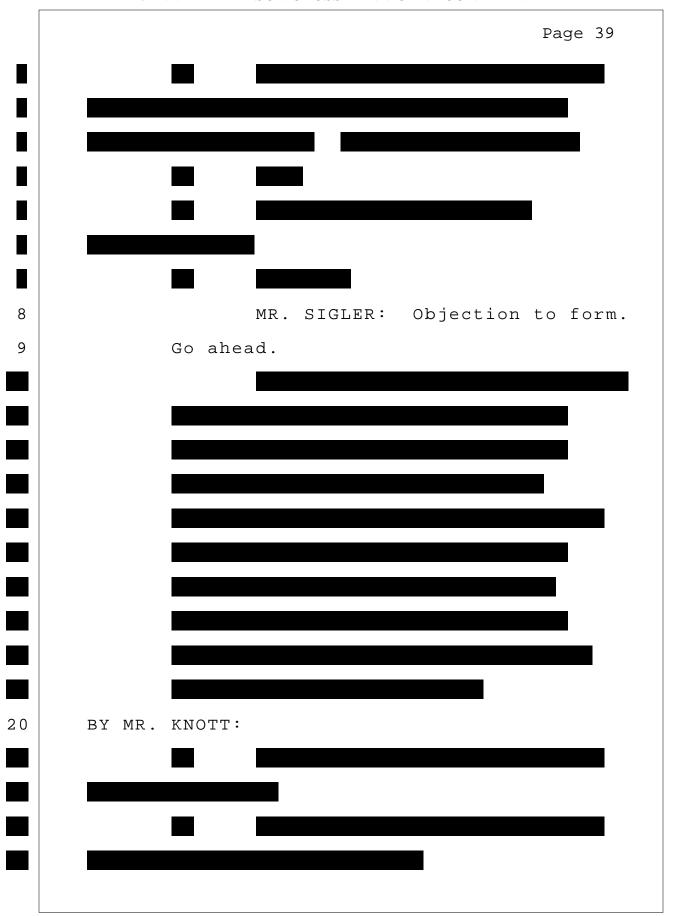
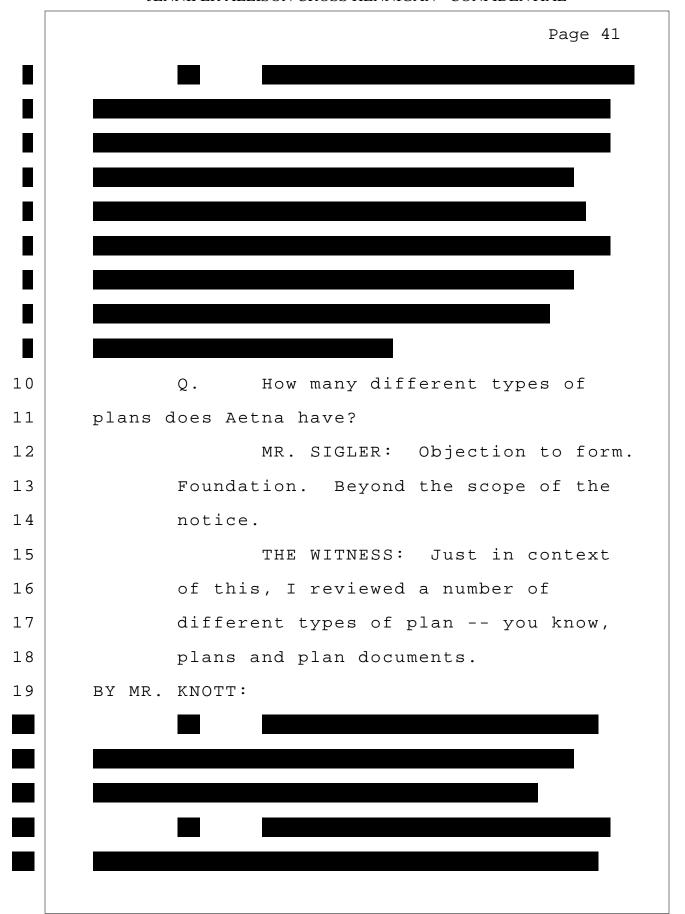
# EXHIBIT 26

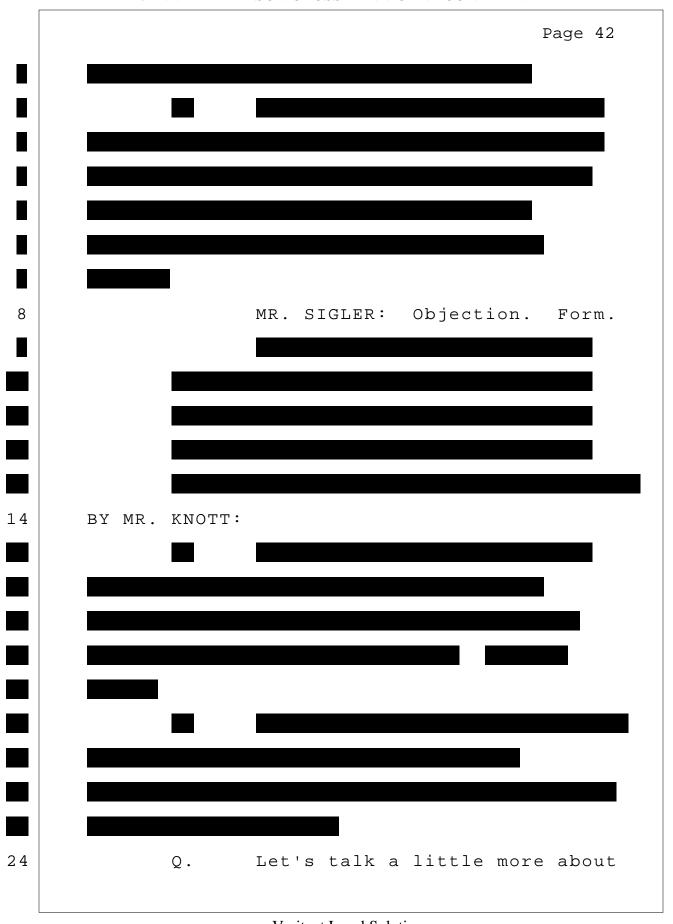
#### CONFIDENTIAL

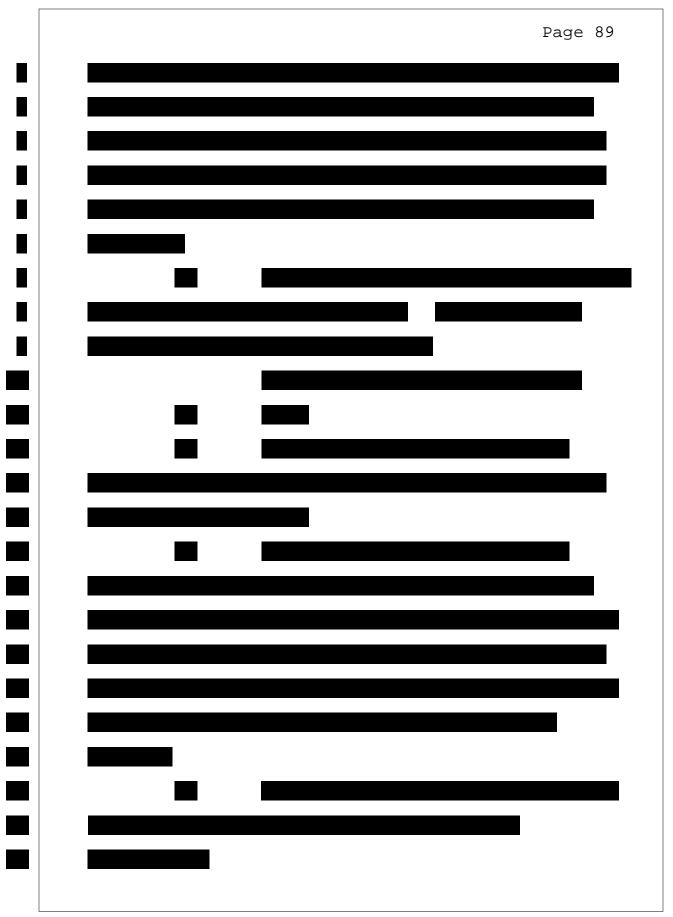
	Page 1
1	UNITED STATES DISTRICT COURT
	FOR THE WESTERN DISTRICT OF NORTH CAROLINA
2	ASHEVILLE DIVISION
3	
4	SANDRA M. PETERS, on : Case No.
	behalf of herself and :
5	all others similarly : 1:15-cv-00109-MR
	situated, :
6	Plaintiff, :
	:
7	vs. :
	:
8	AETNA INC., AETNA LIFE :
	INSURANCE COMPANY, and :
9	OPTUMHEALTH CARE :
	SOLUTIONS INC., :
L 0	Defendants. :
L 1	
L 2	March 1, 2018
L 3	CONFIDENTIAL - ATTORNEYS' EYES ONLY
L 4	
L 5	
L 6	Videotape 30(b)(6) deposition of
L 7	Aetna, through JENNIFER ALLISON CROSS
L 8	HENNIGAN, held at the offices of Elliott
L 9	Greenleaf, 925 Harvest Drive, Suite 300,
2 0	Blue Bell, Pennsylvania 19422, beginning at
21	9:11 a.m., before LINDA ROSSI-RIOS, a
22	Federally Approved RPR, CCR and Notary
23	Public.
24	

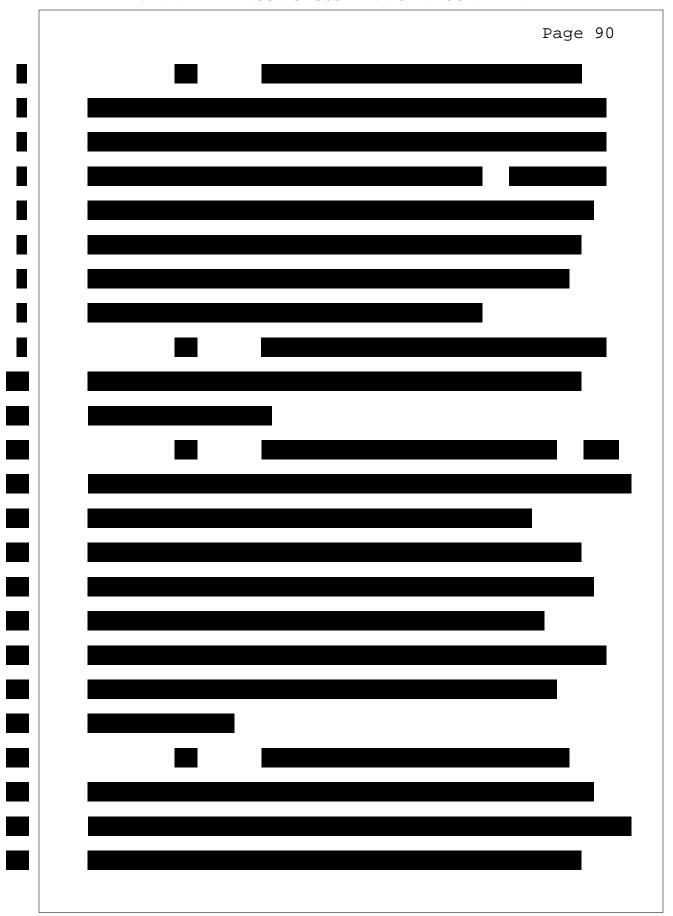


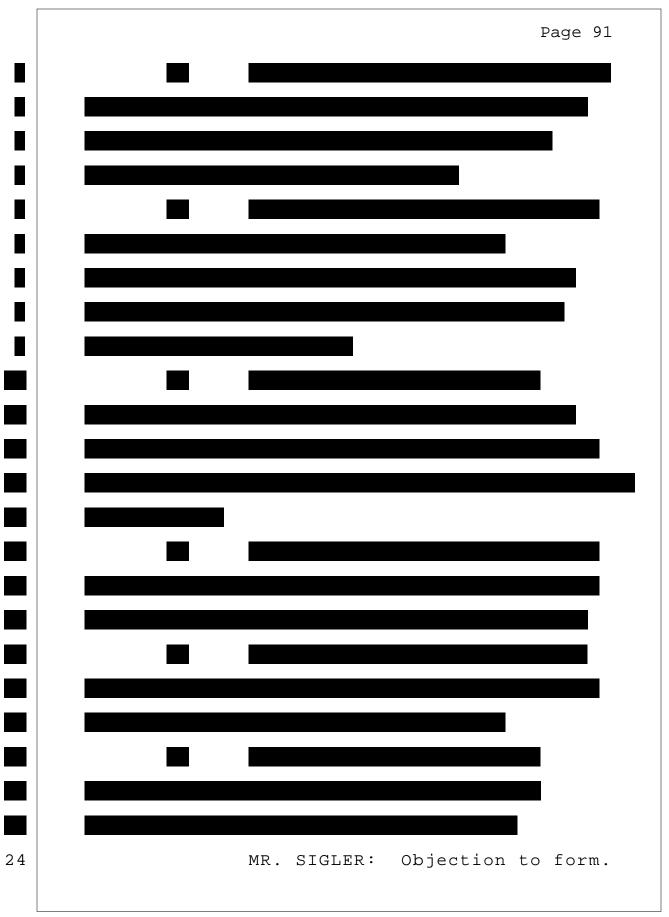
	Page 40	
4	MR. SIGLER: We're going to	
5	object to that as calling for	
6	privileged information and direct the	
7	witness not to answer.	
8	BY MR. KNOTT:	
9	Q. Are you going to follow your	
10	counsel's instruction?	
11	A. I am.	

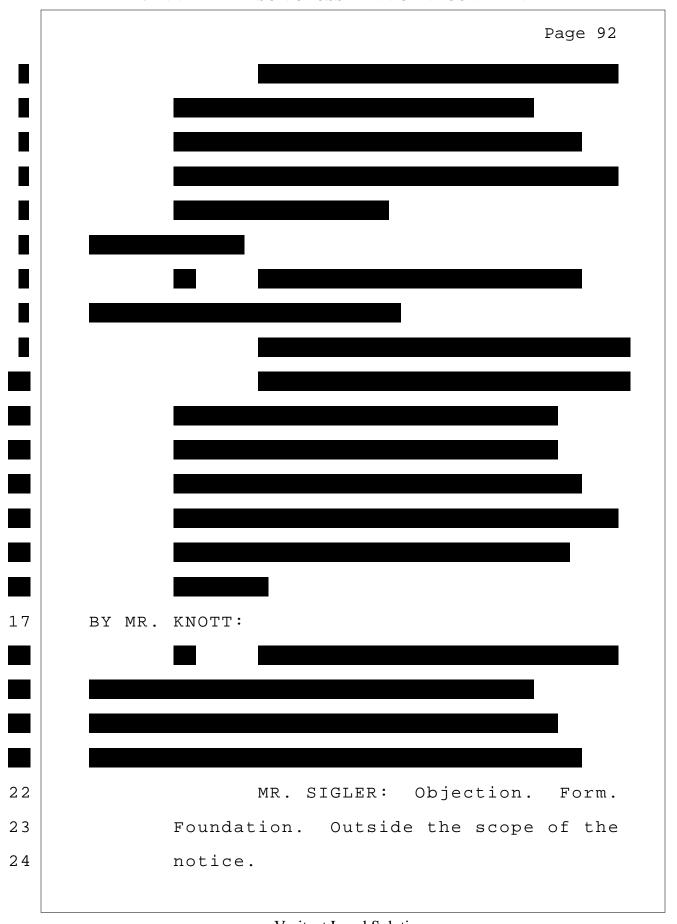


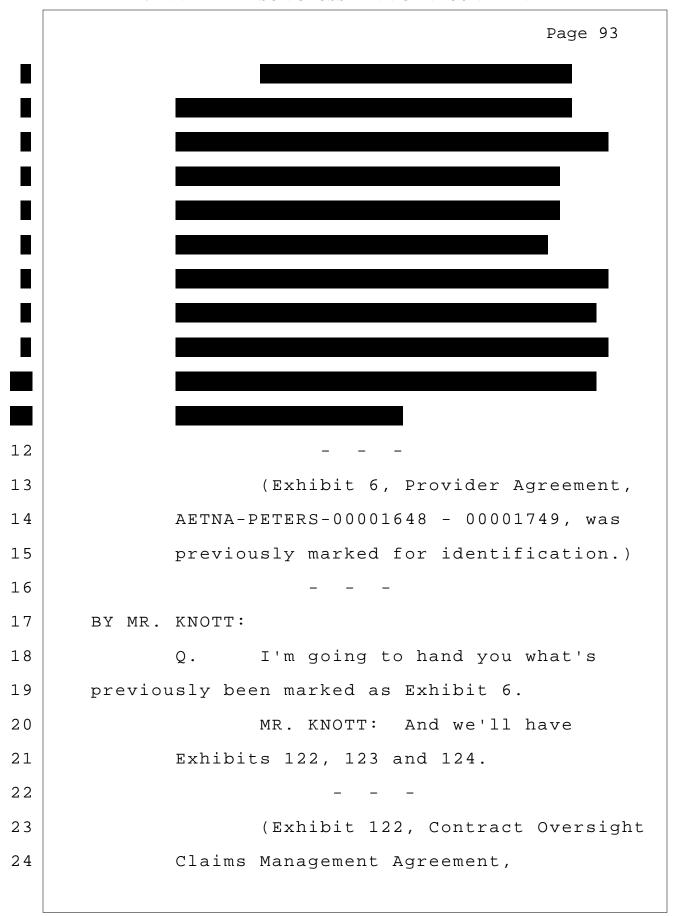












	Page 101
1	therapist as part of OptumHealth Care
2	Solutions. It's listed as you
3	know, Optum Healthcare is listed as
4	well.
5	BY MR. KNOTT:
6	Q. And then it goes on to say,
7	"Additionally, each contracted provider is
8	listed under the OptumHealth POIN of 55132
9	for the purposes of claims billed by
10	OptumHealth for payment."
11	Did I read that correctly?
12	A. Correct.
13	Q. What is a POIN?
14	A. We at Aetna refer to it as a
15	POIN. It's really basically a hierarchy of
16	identifying providers in an organization
17	such as Optum and giving it and tying it
18	to an identifiable number like 55132.
19	Q. Under the header
20	"Reimburse/Contract Methodology" it says,
21	"Case rate reimbursement to OptumHealth."
22	Did I read that correctly?
23	A. Yes.
24	Q. The case rate reimbursement is

	Page 102		
1	the per visit rate we've talked about.		
2	Correct?		
3	A. Yes.		
4	Q. There's not a different		
5	methodology described here for different		
6	plans. Is that correct?		
7	A. Correct.		
8	Q. Exhibit 125 relates to physical		
9	and occupational therapy. Correct?		
10	A. Yes.		
11			
12	(Exhibit 126, Network Reference		
13	Tool, AETNA-PETERS-00003096 - 00003099,		
14	was marked for identification.)		
15			
16	BY MR. KNOTT:		
17	Q. The court reporter has handed		
18	you what's been marked as Exhibit 126,		
19	AETNA-PETERS-00003096. Just let me know		
20	when you're ready.		
21	A. Okay.		
22	Q. What is Exhibit 126?		
23	A. This is the NRT page for the		
24	Optum chiropractic arrangement for North		

Page 150 1 Responses to Plaintiff's First Set of 2 Interrogatories Numbers 3 and 9. Do you see 3 that? Α. 4 Yes. 5 And looking at the page number 11 with the certification, is that 6 7 your signature there? Yes, it is. 8 Α. 9 O. Is it Aetna's position that it 10 was permitted under the terms of its plans 11 to treat Optum's per visit rate as a covered 12 expense? 13 I think as we outlined here, Α. 14 all of the various provisions that Aetna has 15 among other varying plan summary documents 16 and Administrative Services Agreements that 17 speaks to Aetna's network and what's a 18 network provided and what's a negotiated 19 charge, that, yes, we're able to enter into 20 a project with Optum. 21 Q. And treat Optum's per visit 22 rate as a covered expense. Right? 23 It's the negotiated charge. 24 And depending on, again, the plan summary

Page 151 document or language, how that would be back 1 2 to being a covered expense. 3 Q. Is there any other language in the summary plan description for Ms. Peters' 4 5 plans that Aetna believes allows it to treat Optum's per visit rate as a covered expense? 6 7 I don't believe we went through the plan summary document today. I'd have 8 9 to go through it, you know, end to end, read 10 end to end thoroughly to explain that. 11 my general understanding is, you know, these 12 are the provisions that speak to that. 13 (Exhibit 133, Health Care Plan 14 15 Summary Plan Description, AETNA-PETERS-00002946 - 00003017, was 16 17 marked for identification.) 18 19 BY MR. KNOTT: 20 I've handed you what's been 0. 21 marked as Exhibit 133, Bates-numbered 22 AETNA-PETERS-00002946 on the first page. 23 Just let me know when you're ready. 24 Α. Okay.

	Page 152
1	Q. Do you recognize Exhibit 133?
2	A. I do.
3	Q. What is it?
4	A. This is the Mars plan summary
5	document that they share with their employees.
6	Q. Is there anything else in this
7	document that Aetna relies on for its
8	position that it was able to treat Optum's
9	per visit rate as a covered expense aside
10	from what's listed in the Interrogatory
11	response that we looked at?
12	MR. SIGLER: Objection to form.
13	THE WITNESS: I would say for
14	this specific document, that these
15	are the specific glossary items that
16	support the Optum arrangement, yes.
17	BY MR. KNOTT:
18	Q. And you're not aware of any
19	other provisions in here upon which Aetna
20	relies to support that arrangement. Is that
21	correct?
22	A. Well, I'm not a lawyer, but,
23	no, I mean, these are the two three
24	primary, I would say, glossary definitions.

	Page 153
1	They explain it.
2	Q. Looking at page 3013 there's
3	the definition of negotiated charge. Do you
4	see that?
5	A. Uh-huh.
6	Q. It's defined one way "As to
7	health expense coverage, other than
8	Prescription Drug expense coverage, " and
9	it's defined another way "As to Prescription
10	Drug expense coverage."
11	Do you see that?
12	A. Yes, I see that.
13	Q. And then the discussion of
14	prescription drug expense coverage there's
15	mention of a third-party vendor. Do you see
16	that?
17	A. Yes, I see that.
18	Q. There's no reference to
19	third-party vendors in that definition for
20	other than prescription drug expense
21	coverage. Do you see that?
22	A. Yes, I see that.
23	Q. Is that is Optum a
24	third-party vendor?

Page 154 1 No, I think we've established 2 that Optum is a network provider and that's 3 what is listed here under the negotiated 4 charge. 5 So it's Optum -- it's Aetna's 0. position that Optum is a network provider as 6 7 defined in this summary plan description. Is that correct? 8 9 Α. Yes. Optum is the network 10 provider. 11 And that's why Aetna takes the 12 position that it can treat Optum's per visit 13 rate as a covered expense under this plan. 14 Is that right? 15 MR. SIGLER: Objection to form. 16 THE WITNESS: Again, I think I 17 answered that that Aetna -- Optum is 18 a network provider, a participating 19 network provider and the negotiated 20 charge Aetna has with Optum, the per 21 visit rate, per diem rate, is a 22 covered expense. 23 BY MR. KNOTT: 24 Q. This plan covers healthcare

	Page 167	
1	deductibles?	
2	MR. SIGLER: Objection to form.	
3	MR. BOONE: Same objection.	
4	THE WITNESS: Can you repeat	
5	that question?	
6	BY MR. KNOTT:	
7	Q. Let's say, for example, in this	
8	circumstance Aetna describes its contracted	
9	charge with Optum as \$70.89. Correct?	
10	A. Yes.	
11	Q. And it says that Optum has a	
12	contracted rate with the service provider of	
13	\$36. Right?	
14	A. Yes.	
15	Q. Is it Aetna's position that	
16	Optum would not be entitled to collect the	
17	full \$70.89 charge from members who owe	
18	deductibles?	
19	MR. SIGLER: Objection to form.	
20	MR. BOONE: Same objection.	
21	THE WITNESS: You know what, I	
22	can't I mean, I think this I	
23	would have to look at, you know,	
24	claim by claim to explain or	

Page 168 understand how it was adjudicated and 1 2 communicated back to -- back to the 3 member as well as Optum. But, you 4 know, I think as I explained earlier 5 in the day, that there could be a 6 number of reasons why, you know, the 7 rate paid to Optum would not have a component that Optum retains before 8 9 paying their downstream provider. 10 And a deductible example, a full 11 deductible example is one of those 12 scenarios. 13 BY MR. KNOTT: 14 O. So in the deductible scenario, Optum has a contracted rate with a service 15 16 provider of \$36, and its -- Optum's 17 contracted charge with Aetna is \$70.89. 18 Optum entitled to collect the difference, 19 the \$70.89 minus the \$36? 20 MR. BOONE: Objection to the 21 form. 22 MR. SIGLER: Same objection. 23 Asked and answered. 24 THE WITNESS: Again, if the

	Page 169
1	member Optum as a general
2	practice, my understanding, does not
3	collect copayments or deductibles
4	from members. The treating
5	provider they communicate to the
6	treating provider what to collect.
7	So in this scenario, in this claim
8	example, they clearly had
9	communicated the \$36 that the
10	treating provider would collect.
11	It's you know, in this example, no
12	money was paid by Aetna. The member
13	was fully responsible. And we have
14	no even if Optum tells the
15	treating provider what they can
16	collect, we have no idea, you know,
17	confirmation on what the treating
18	provider collects. If they collect
19	\$36, if they collect less, we
20	wouldn't know that.
21	BY MR. KNOTT:
22	Q. Looking at the paragraph two
23	down from that, the first sentence says,
24	"Ms. Peters is correct that the \$14.18

		Page 170
1	cost-sl	nare in this situation is more than
2	20 per	cent of the actual charge for the
3	service	es."
4		Did I read that correctly?
5		A. Yes.
6		Q. Is that a correct statement?
7		MR. SIGLER: Objection to form.
8		Foundation.
9		MR. BOONE: Same objections.
10		THE WITNESS: Well, Aetna
11		considers the Optum per the diem rate
12		as a negotiated rate. And Aetna
13		calculates coinsurance off of
14		negotiated rates. So this 14 I
15		don't have a calculator, but this
16		14.18 appears to be the 20 percent of
17		the \$70.89 which is the Optum/Aetna
18		negotiated rate. And Optum is our
19		network provider, so it was the
20		coinsurance was applied off of the
21		contracted rate with our network
22		provider.
23	BY MR.	KNOTT:
24		Q. So if I'm understanding you